

3. That Trustor hereby grants to Beneficiary a security interest in Trustor's rights under the policies of insurance maintained by the property owners association which has jurisdiction over the Property, and in all of Trustor's interests in the proceeds of such insurance and in any award of damages in connection with any condemnation or taking by any governmental or quasi-governmental agency or authority, which proceeds or award must be payable to Beneficiary in the event Trustor becomes entitled thereto pursuant to the terms of the Declarations. The amount collected by Beneficiary hereunder may be applied to any indebtedness secured hereby or, at the option of Beneficiary, may be released in whole or in part to Trustor.

4. That upon failure of the Trustor to observe or perform any covenant or condition of this Deed of Trust, or if any suit, proceeding, or other contingency shall arise or be threatened relating to any of the Property, the Beneficiary may, at the option of the Beneficiary but without any obligation whatsoever to do so, and without notice or demand, make any advances or incur such expenses or otherwise act as may in the judgment of the Beneficiary seem advisable to protect the security of the Beneficiary hereunder or carry out the covenant of the Trustor herein, and such advances shall be secured by this Deed of Trust and be charged and added to the Note amount hereby secured and be equitably prorated on a monthly basis and paid by the Trustor to the Beneficiary, under the terms of the Note.

5. That if any of the Property shall be conveyed or assigned by the Trustor to any other party, then, unless the Beneficiary shall in writing accept the written undertaking of such other party to assume and discharge all obligations of this Deed of Trust and discharge the Trustor from further liability with respect thereto, all of the indebtedness hereby secured shall at once become due and payable at the option of the Beneficiary (any provision or term thereof to the contrary notwithstanding), without notice or demand to or upon the Trustor, and delay or failure on the part of the Beneficiary to demand such payments shall not prejudice the Beneficiary's right thereto.

6. That the records of the Beneficiary shall be prima facie evidence of all sums owing by the Trustor to the Beneficiary and of all advances made or expenses incurred by the Beneficiary under the terms of this Deed of Trust.

7. That time is of the essence of this Deed of Trust, and that by accepting performance of any obligation secured hereby after its due date, Beneficiary or Trustee, as the case may be, does not waive its right to require prompt performance when due of all other obligations so secured or to declare a default hereunder for failure so to perform.

PROVIDED, HOWEVER, that if the Trustor shall pay all obligations hereby secured and otherwise well and faithfully perform and observe all of the covenants and conditions herein contained, then and in such events only Beneficiary shall surrender this Deed of Trust and the Note to Trustee.

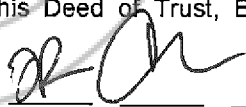
AND the Trustor hereby further covenants with and represents to said Beneficiary as follows:

1. That the cessation of the Trustor's interest in all or part of the Property by reason of sale or otherwise shall not affect the Trustor's liability under this Deed of Trust or under the Note; and

2. That if the Trustor shall be or become insolvent, or if any petition shall be filed for any relief under the provisions of the Bankruptcy Act or any state insolvency statute, by or against the Trustor, or if the Trustor shall make any general assignment for the benefit of creditors, or if any receiver shall be appointed for any property of the Trustor, then, in any such event, the outstanding Note amount and the interest shall become due and payable at the option of the Beneficiary without notice or demand to or upon the Trustor; and

3. That to the extent permitted by law the right and remedies provided for herein, or which the Beneficiary may have otherwise at law or in equity (including but not limited to the right to damages by reason of the Trustor's failure to keep, observe and perform any of the covenants, conditions or agreements contained in this Deed of Trust), shall be distinct, separate and cumulative and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by Beneficiary shall be deemed to be in exclusion of any other, and any two (2) or more of all such rights and remedies may be exercised at the same time; provided, however, that Beneficiary agrees that following foreclosure under this Deed of Trust, Beneficiary shall not pursue any deficiency judgment against Trustor; and

BUYER'S INITIALS



4. That if this Deed of Trust shall be foreclosed or the power of sale granted hereby is exercised, the Trustor agrees that to the extent permitted by law, there shall be included in the computation of the indebtedness secured hereby the amounts of a reasonable fee for the services of the Beneficiary's attorney in the foreclosure action or proceedings, as well as disbursements, costs, allowances and additional allowances provided by law.

BUT UPON FAILURE to pay the Note amount or other amounts when due or upon the breach of any covenant or agreement hereof or of the Promissory Note, or if the Trustor fails to observe and perform any covenant or agreement contained in the Declarations, then and in any of such events, subject to NRS 107.080, the whole amount of all indebtedness owing by or chargeable to the Trustor under any provision of this Deed of Trust or intended to be secured hereby, on any and every account, shall at the option of the Beneficiary, and without notice, at once become due and payable, and with or without foreclosure; and Beneficiary may invoke the power of sale and any other remedies permitted by applicable law (subject to the limitation that Beneficiary may not seek a deficiency judgment against Trustor), including the remedies of judicial or nonjudicial foreclosure of this Deed of Trust pursuant to the laws and procedures of the State of Nevada. Beneficiary shall be entitled to charge all expenses incurred in pursuing the remedies provided herein, including, but not limited to, reasonable attorneys' fees and costs of title.

AND FURTHER, if the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Beneficiary or Trustee shall mail copies of such in the manner prescribed by applicable law to Trustor and to the other persons prescribed by applicable law. Trustee shall give public notice of the sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Trustor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcel and in any order trustee determines. Trustee may, in accordance with applicable law, postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale.

AND FURTHER, Trustee shall deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, express or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it or to the County Clerk of the County in which the sale took place. Beneficiary or any persons in its behalf may purchase at any foreclosure sale and no other purchaser shall be answerable for the application of the purchase money.

AND FURTHER, it is also agreed that until any default the Trustor may hold and enjoy the Property; that as used in this Deed of Trust, the terms "herein", "hereof", "hereto", "hereunder", "herewith", and "hereby" mean a reference to this entire Deed of Trust unless restricted to a reference in context to a particular portion of this Deed of Trust; that the term "Beneficiary" as and when used herein shall include the Beneficiary, its successors and assigns, and the term "Trustor" as and when used herein shall include the Trustor and the Trustor's heirs, personal representatives, successors and assigns; that the terms "advances", "cost", and "expenses" whenever herein used shall include reasonable attorney's fees whenever incurred; that the Trustor shall pay all expenses connected with the release of this Deed of Trust; that all covenants and agreements on the part of the Trustor to be observed and performed shall be joint and several if entered into by more than one (1); that the singular shall include the plural and vice versa; and that the use of any gender shall include all genders.

AND FURTHER, Beneficiary, at its option, may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

BUYER'S INITIALS  _____

This is a binding Contract by which you agree to purchase an interest in a time share project. You should examine the statement of your right to revoke this Contract within five (5) calendar days which is contained elsewhere in this Contract.

STANDARD

VACATION OWNERSHIP
PURCHASE AND SALE AGREEMENT CONTRACT NUMBER

00057-1900212

THIS VACATION OWNERSHIP PURCHASE AND SALE AGREEMENT ("**Contract**"), executed this 23rd day of November, 2019, by and between WYNDHAM VACATION RESORTS, INC., a Delaware corporation, hereinafter referred to as ("**SELLER**"), whose address is 6277 Sea Harbor Dr., Orlando, FL 32821, and JESSICA RODRIGUEZ and CHRISTINA RODRIGUEZ-MORENO JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP Member Number: 00203608750 Telephone Number: (916) 471-9735 of 10001 Wagoner Way, Elk Grove, CA 95757, USA, hereinafter referred to as ("**BUYER**"). SELLER and BUYER may hereinafter be referred to collectively as the ("**Parties**") or individually as a ("**Party**"). WITNESSETH:

1. AGREEMENT TO BUY AND SELL

SELLER agrees to sell, and the BUYER agrees to purchase for the purchase price of \$46,879.00, together with interest and closing costs and on the terms and conditions hereinafter provided, a 252,000/138,156,000 undivided fee simple interest as tenants in common in Unit(s) 7101-7103, 7201-7203, 7301-7303 in South Shore Condominium ("**Property**"), according to a Parcel Map filed of record in Book 1202, Page 02181 and subject to all the provisions thereof and subject to all the provisions contained in that certain Declaration of Condominium South Shore ("**Condominium Declaration**") dated October 21, 2002 and recorded December 5, 2002 in Book 1202, Page 2182 at Instrument No. 0559873, and also subject to all the provisions contained in that certain Declaration of Restrictions for Fairfield Tahoe at South Shore ("**Timeshare Declaration**") dated September 29, 2004 and recorded October 28, 2004 in Book 1004, Page 13107 at Instrument No. 0628022, all in the Official Records of Douglas County, Nevada. The Property is a part of a timeshare plan also referred to as the ("**UDI**"). The Property is located at 180 Elks Point Road, Zephyr Cove, Nevada 89448.

2. CONVEYANCE OF LEGAL TITLE

SELLER shall deliver to BUYER within 365 days after the execution of this Contract, a Grant, Bargain, Sale Deed (the "**Deed**") conveying title free and clear of all encumbrances but subject to mineral reservations and covenants, restrictions and easements set forth in the recorded Parcel Map, Condominium Declaration and Timeshare Declaration or which appears herein. To the BUYER who should elect to finance the unpaid balance of the purchase price according to the terms of the promissory note (the "**Note**") set forth herein, such payments and Note will be secured by a Deed of Trust (the "**Deed of Trust**"). When all of the terms and obligations of this Contract and Deed of Trust have been paid in full and fully complied with, SELLER will release or cause to be released the Deed of Trust outstanding against the property. BUYER'S failure to pay assessments when due may result in the SELLER retaining BUYER'S Deed until all assessments are brought current.

Pursuant to this Contract, BUYER is to be conveyed title to the Property with occupancy rights in every resort year.

BUYER has delivered to SELLER this date the sum of \$12,264.41, which includes \$104.70 of the processing fee of \$349.00, as a good faith deposit (the "**Deposit**") toward the purchase price of the Property. BUYER agrees to pay the remaining balance of the purchase price either by payment in full of the remaining balance of the purchase price in cash or by certified check or by executing the Note on a form supplied by SELLER delivered to BUYER with this Contract. The Note shall be secured by a Deed of Trust encumbering the Property on a form supplied by SELLER. Pursuant to NAC §119A.258, SELLER has posted a surety bond in lieu of placing BUYER'S Deposit in a separate escrow account. Any payments to be made pursuant to this Contract in excess of the amount covered by a surety bond shall be placed on deposit in a neutral escrow trust account.

BUYER understands and agrees to pay SELLER a processing fee of \$349.00, which is charged to all buyers, whether paying in cash or buying on credit. BUYER pays this fee to SELLER, who as processor, performs various processing services related to the sale, including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that SELLER performs as settlement agent.

00071550
Covenanted terms not defined herein are defined as set forth in the Declaration.

INVENTORY NUMBER

TITLE INSURANCE PREMIUMS IN THE AMOUNT OF \$0.00 AND ESTIMATED FILING FEES IN THE AMOUNT OF \$288.30 ARE TO BE PAID BY THE BUYER and shall be due and payable upon the signing of this Contract. There will be no title insurance commitment issued prior to delivery of the policy. The title insurance policy will be delivered within sixty (60) days following recording of the Deed. The Deed will not be held in escrow prior to issuance to BUYER.

TITLE TO BE TAKEN: JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP

3. USE AND OCCUPANCY

The use, occupancy and possessory rights of BUYER'S Undivided Ownership Interest in the Property shall be subject to and governed by the terms and conditions of the Condominium Declaration and the Timeshare Declaration. BUYER is herewith assigned 252,000 Points, which Points are symbolic and are to be used by BUYER in reserving occupancy pursuant to the Timeshare Declaration.

A reservation for occupancy of a Unit (as defined in the Timeshare Declaration) shall be confirmed pursuant to the Reservation System Rules and Regulations of Tahoe at South Shore Vacation Owners Association, Inc. ("POA") or its Designee or BUYER'S designee.

4. BUYER'S ACKNOWLEDGEMENTS

BUYER, by execution of this Contract, does represent that BUYER is of legal age and that BUYER has received a copy of this Contract and understands the conditions of this Contract. BUYER HAS FURTHER AGREED THAT THE PROPERTY WILL NOT BE USED AS BUYER'S PRINCIPAL RESIDENCE. BUYER does further acknowledge, agree and warrant that the purchase of this Undivided Ownership Interest is made for BUYER'S personal use and such purchase is based upon its value as a vacation experience and with no expectation of deriving any profit or tax advantage therefrom whether through income, appreciation or otherwise and that there have been no representations concerning rentals, rent returns, tax advantages, depreciation or investment potential or other monetary or financial advantages and that none of such things have been represented to BUYER by SELLER, its agents, employees or associates. BUYER acknowledges that the Points assigned to BUYER'S Property interest are symbolic of said interest and have no intrinsic value.

SELLER has submitted fifty-one (51) units in the condominium, to the provisions of the Nevada Time-share Act (NRS Chapter 119A) and the Timeshare Declaration. The Timeshare Declaration allocates and dedicates the Unit(s) and the BUYER'S Undivided Ownership Interest therein to timeshare and specifies BUYER'S voting rights, assessments and other obligations as an owner of an interest in the Timeshare Plan. BUYER understands and agrees and expressly consents that BUYER will be a member of the POA and agrees to be bound by the rules and provisions of such POA, (and the Timeshare Declaration), Timeshare Bylaws, the Condominium Declaration and the Condominium Bylaws referred to herein, including plans reflecting the accurate locations of the Unit(s) in the building.

BUYER also understands that, as an owner of the Property, BUYER is member of the South Shore Condominium Association, Inc. ("Condominium Association"). BUYER shall be entitled to cast a vote appurtenant to BUYER'S Property at any meeting of the Condominium Association.

- (a) In any situation in which only one of several Owners of a Unit or Units is present at a meeting of the Condominium Association, which Owners may include SELLER, that Owner who is present is entitled to cast all of the votes appurtenant to that Unit or those Units. If more than one of the Owners of such Unit(s) is present at the meeting, the votes appurtenant to that Unit or group Units may be cast only as such co-Owners determine among themselves by the agreement of a majority in interest of such co-Owners pursuant to the terms and provisions of the governing documents of the POA. There is also a presumed majority agreement of the co-Owners if any one of the Owners cast the votes appurtenant to such Unit(s) without protest made promptly to the person presiding over the meeting by any of the other co-Owners of the Unit(s).
- (b) In the event of a dispute among the Owners present at the meeting over the manner of executing their voting rights as set forth in subparagraph (a) above, then the Executive Board of the Condominium Association may adjourn the meeting for a reasonable period of time as such Executive Board shall determine in its sole and exclusive discretion to allow such co-Owners to reach a majority agreement to ensure that the votes appurtenant to such Unit(s) are properly cast.

BUYER understands that BUYER'S Property interest will be determined for all purposes by reference to the plat and the Timeshare Declaration. BUYER understands and agrees that the Timeshare Declaration shall grant to the Board of Directors of the POA the right to place liens upon BUYER'S Undivided Ownership Interest should BUYER be in default or fail to pay annual assessments when due.

BUYER acknowledges that the annual assessment described herein shall be used exclusively for the operation of the Timeshare Plan pursuant to the Timeshare Declaration and for the operation of the Condominium pursuant to the Condominium Declaration and that no portion of BUYER'S purchase contract payments are to be allocated to such funds.

BUYER acknowledges, by executing this Contract, that SELLER will assign this Contract to one or more of SELLER'S lenders pursuant to financing arrangements with those entities. This Contract is not assignable by BUYER.

5. ASSESSMENTS

BUYER understands and agrees that upon execution of this Contract, BUYER shall become a member of the POA named in Paragraph 3 and shall be responsible for BUYER'S pro rata share of common expenses, assessments and any and all other expenses ("POA Fee") incurred in the operation of Property pursuant to the Timeshare Declaration during the BUYER'S ownership of BUYER'S Undivided Ownership Interest. All amounts payable by BUYER to the POA shall be paid by BUYER in one annual assessment of the POA, as described in the Timeshare Declaration.

The annual assessment, the amount, manner of payment, and the payment due date(s) are subject to change and shall be determined annually by the Board of Directors of the POA in accordance with the Timeshare Declaration. The POA Fee includes BUYER'S pro rata share of the common expenses in the Condominium.

In the event of a default under the terms of this Contract, all annual assessment sums paid in advance by BUYER shall be forfeited and retained by the POA.

6. CONSTRUCTION OF UNITS

The Units are complete.

7. FURNISHINGS

Although all models are for display purposes only, the dedicated units shall have furniture, appliances, equipment and all accent furnishing substantially similar to, or of equal quality to, those shown or used in the models. Furnishings may be owned or leased by the POA, for the use and benefit of all of the owners. The entity or entities having ownership thereof shall be responsible for maintaining and/or replacing such furnishings within each dedicated unit.

8. PAYMENTS AND DEFAULT

SELLER GRANTS TO BUYER THE RIGHT TO PREPAY THE UNPAID PRINCIPAL BALANCE OF THIS OBLIGATION AT ANY TIME WITHOUT PENALTY, UPON PAYMENT OF INTEREST TO DATE OF PREPAYMENT.

Time is of the essence except where otherwise provided herein. All payments shall be made on or before the due date to SELLER at 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135, or at such other place and to such authorized agent as SELLER may designate. If BUYER shall be in default for a period of thirty (30) days in the payment of any periodic installment on this Contract (45 days if BUYER has paid more than 50% of the principal amount of the contract), SELLER shall have the following options:

- (a) In the event a deed for the property has not been delivered to the BUYER, to terminate the Contract upon giving thirty (30) days' notice in writing to BUYER at his last known address of SELLER'S intention to cancel this Contract. All moneys theretofore paid and whatever interest in said real estate acquired hereunder, if any, together with any and all improvements thereon shall be forfeited and shall remain the property of SELLER as liquidated damages for breach of this Contract and as reasonable rent for the property contracted to be purchased by BUYER, and that upon such forfeiture and termination of this Contract, SELLER shall be entitled to immediate possession of said property. The failure and omission of the SELLER to declare this Contract forfeited on any breach hereof shall not constitute a waiver of any future breach, and shall not operate to bar, abridge or destroy the right of SELLER to declare same forfeited upon any subsequent breach.
- (b) To foreclose the lien of SELLER securing the Note in accordance with the terms of the Contract and Deed of Trust and seek whatever additional remedies may be available and to which the SELLER shall be entitled under Nevada law. In such event the BUYER agrees to indemnify and repay SELLER, its successors or assigns, attorney's fees and costs incurred by SELLER, its successors or assigns, to the extent allowable by law.

Upon SELLER'S breach of any term or condition of this Contract, BUYER shall give SELLER written notice of such default and if, within thirty (30) days from receipt of such notice, SELLER fails to commence action that would cure the default within a reasonable period of time, all monies deposited by BUYER with SELLER under the terms hereof shall be paid by SELLER to BUYER, as BUYER'S sole and exclusive remedy as a result of such breach, and thereafter neither Party shall have any further rights or obligations hereunder.

PLEASE READ THIS PROVISION OF THE CONTRACT CAREFULLY. IT PROVIDES THAT CERTAIN DISPUTES MUST BE RESOLVED BY BINDING ARBITRATION. IN ARBITRATION YOU GIVE UP THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES, AND ARE SUBJECT TO VERY LIMITED REVIEW.

9. DISPUTE RESOLUTION/ARBITRATION

Any Disputes between the Parties shall be resolved as follows:

a. **Definition of Disputes.** The Parties agree that any dispute, claim, suit, demand or controversy arising out of or relating to this Contract (any "**Dispute**") shall be determined exclusively and finally by individual arbitration, except as specified below. "Dispute" includes, without limitation, any claim regarding any breach, termination, enforcement, interpretation or validity of this Contract, any claim arising out of or related to the marketing, purchase, and/or use of BUYER'S Ownership, BUYER'S use of SELLER'S properties, and/or BUYER'S participation in any activities/events sponsored, organized, or made available by SELLER or its affiliates.

b. **Neutral Arbitrator/No Jury.** Any Dispute will be submitted to a neutral arbitrator, for a final and binding determination, known as an award. The arbitrator is an independent decision maker, appointed by the American Arbitration Association ("AAA"), who reviews and weighs evidence provided by both Parties, and issues an award enforceable in court. Decisions by an arbitrator are subject to very limited review by a court. Except as expressly provided below in this Dispute Resolution/Arbitration clause, the Parties waive and relinquish any and all rights to have a court or a jury resolve any Dispute. **The Parties expressly waive any right to a jury trial.**

c. **Individual Basis/No Class Actions.** The Parties expressly intend that any Disputes will be arbitrated on an individual basis. There will be no right or authority for any Dispute to be arbitrated or litigated in any way on a class, mass, or other collective basis, and the Parties waive any right to bring or join any representative or other claim brought on behalf of the general public, other buyers, or other persons similarly situated.

d. **Certain Carve-Outs.** Despite this arbitration provision, the Parties reserve certain rights to proceed in court without waiving their right to arbitrate under this Dispute Resolution/Arbitration provision: (1) SELLER reserves the right to seek emergency injunctive relief from a court to address any circumstances or behavior by BUYER or any person who obtained or is using BUYER'S rights and privileges, that SELLER believes may present a risk or threat to the safety, security or reputation of any resort, guests, reservation system, data system, or other feature or location connected with SELLER; (2) BUYER reserves the right to file a Dispute in small claims court in Florida, as long as the matter remains in small claims court and proceeds only on an individual basis; and (3) No provision of this Dispute Resolution/Arbitration provision shall limit the right of any Party to seek and use any available remedies, judicial or otherwise, for the purpose of foreclosing upon, or accelerating any debt secured by any property that is involved in any Dispute or subject to any Note, Promissory Notes, Mortgage Deed or Mortgage (the "**Loan Documents**") executed by the Parties. Any such acceleration, or foreclosure, process shall be governed by the terms of the Loan Documents and applicable foreclosure law and procedures may occur outside the arbitration process if either of the Parties so elects, and shall not be deemed a waiver of the right to arbitrate any other issue involved in a Dispute.

e. **Applicable Rules/Location.** This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration shall be administered by the AAA under its Consumer Arbitration Rules, available online at www.adr.org or by calling the AAA at 1-800-778-7879 (the "**AAA Rules**") **except that** the Parties expressly agree that the AAA Supplementary Class Rules shall not apply, given the express class waiver above, and further agree that Rules 14(a) and 53 of the Consumer Arbitration Rules shall not authorize any arbitrator or court to find that any class, mass, collective or representative claim may be arbitrated. The arbitration shall be held in the County of Orange, State of Florida unless the Parties agree to another location in writing, or the arbitrator decides to hold a telephonic hearing to reach a decision based solely on the Parties' submission of documents, or to designate another location reasonably convenient for the Parties. In the event of any conflict between the AAA Rules and this Contract, the provisions of this Contract shall be controlling.

f. **Stay of Proceedings.** In the event that a Dispute involves both issues that are subject to arbitration and issues that are not subject to arbitration, the Parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration, except for any proceedings described in Paragraph 9(d) above, which actions shall proceed without a stay.

g. **Final and Binding.** The arbitration award shall be final and binding on the Parties. Judgment on the arbitrator's award may be entered in any state or federal court of competent jurisdiction.

h. **Payment of Fees.** The payment of all fees for registration, filing and administration of the arbitration, and the payment of arbitrator fees, shall be governed by the AAA Rules and applicable law, unless otherwise stated in this Contract. The Parties shall bear their own legal fees and legal expenses for any arbitration proceeding.

i. **Notice and Good Faith Negotiation.** Any Party intending to file an arbitration demand against the other Party must notify the other Party at least thirty (30) days before filing. The Parties agree to attempt to negotiate a mutually agreeable resolution to resolve any such dispute or claim during this period. If a Party filing an arbitration demand fails to provide that notice, the other Party is entitled to seek a stay of the arbitration proceeding from the AAA for thirty (30) days and to participate in settlement negotiations during that period in good faith.

10. COMPLETE WAIVER OF JURY TRIAL

TO THE EXTENT A CLAIM BY ONE OF THE PARTIES AGAINST THE OTHER PARTY IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 9 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY AND ALL SUCH CLAIMS, DISPUTES, OR CAUSES OF ACTION, WHETHER NOW EXISTING OR HEREAFTER ARISING, OF ANY KIND. EACH OF THE PARTIES HEREBY AGREES THAT THE PARTIES MAY FILE A COPY OF THIS CONTRACT WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY.

11. COMPLETE WAIVER OF CLASS ACTION

TO THE EXTENT A CLAIM OR DISPUTE IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 9 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS, MASS, OR OTHER COLLECTIVE ACTION, AND THE PARTIES WAIVE ANY RIGHT TO BRING, JOIN, OR PARTICIPATE IN ANY REPRESENTATIVE OR OTHER CLAIM BROUGHT ON BEHALF OF THE GENERAL PUBLIC, OTHER BUYERS, OR OTHER PERSONS SIMILARLY SITUATED.

12. GOVERNING LAW

If the BUYER was solicited in Nevada, such Party retains those rights granted under Chapter 119A of Nevada Revised Statutes. The Parties agree that this Contract evidences a transaction involving interstate commerce so as to ensure the applicability of the Federal Arbitration Act ("FAA"). In the event of a conflict between applicable state law, and the FAA, the FAA shall govern. If any portion of this Contract is deemed invalid or unenforceable, the remainder of the Contract shall remain in force.

13. LIMITATION OF LIABILITY

BUYER EXPRESSLY AGREES THAT IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE TO BUYER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH THE MARKETING PROCESS, SALES PROCESS, PURCHASE OF THE OWNERSHIP, USE OF THE OWNERSHIP, AND/OR ANY BREACH OF THIS CONTRACT. SELLER'S MAXIMUM LIABILITY TO BUYER ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID TO SELLER UNDER THIS CONTRACT. BUYER EXPRESSLY WAIVES ANY RIGHT TO SEEK RELIEF IN EXCESS OF THE LIMITATION OF LIABILITY SPECIFIED IN THIS PARAGRAPH.

I have read and agree to the Dispute Resolution/Arbitration Clause:

INITIALS: BUYER(S)

^{DS} JK	^{DS} CR
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14. COMMUNICATIONS WITH BUYER

BUYER hereby expressly consents and agrees that SELLER (inclusive of SELLER'S parent, subsidiaries, affiliates, successors, and assigns) and the Association may use written, electronic or verbal means to contact BUYER. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. Additionally, BUYER hereby agrees that SELLER (inclusive of SELLER'S parent, subsidiaries, affiliates, successors, and assigns) and the Association may use any email address or any telephone number BUYER provides, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether BUYER incurs charges as a result.

15. MODIFICATIONS AND CHANGES

Notwithstanding Paragraph 16, SELLER reserves the right to make changes in the Timeshare Declaration for the purpose of correcting errors in the preparation and filing of all documents relating to the Property and, where necessary, to establish the validity and enforceability of the Timeshare Declaration. SELLER reserves the right to add or substitute additional properties to the above referenced Timeshare Declaration provided, however, that no change, modification or addition shall in any manner affect BUYER'S percentage interest or ownership in the Parcel described above. BUYER agrees that any amendments, additions or changes shall be at the sole discretion of SELLER. Notwithstanding Paragraph 16, SELLER further reserves the right to make clerical or typographical corrections in this Contract and in any documents related hereto.

16. BINDING EFFECT

This Contract is binding upon the Parties hereto and their heirs, legal representatives, successors and assigns. This Contract will supersede any and all understandings and agreements between the Parties hereto, and it is mutually understood and agreed that this Contract represents the entire agreement between the Parties hereto, and no representations or inducements prior hereto, which are not included in and embodied in the Contract, shall be of any force and effect, and this Contract may only be amended or modified by an instrument in writing between the Parties.

17. TERMINATION OF CONTRACT WITH BLOCKED PERSONS

Under United States Presidential Executive Order 13224 (the "*Executive Order*"), SELLER is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "*List*"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("*Blocked Persons*") are updated from time to time. In the event SELLER learns that BUYER'S name appears on the List, SELLER reserves the right to delay the closing pending SELLER'S investigation into the matter. If SELLER is advised and/or determines that BUYER is a Blocked Person, SELLER reserves the right to terminate this Contract and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this paragraph will survive closing and/or termination of this Contract.

18. SEVERABILITY

If any clause or provision of this Contract shall be held invalid by court order or otherwise, the invalidity of such clause or provision shall not affect the validity of the remainder of this Contract. The remaining provisions of this Contract will continue to be fully enforceable in accordance with the terms hereof.

19. ADDITIONAL DOCUMENTS

The Parties to this Contract will execute any additional documents which may be necessary or convenient to carry out the intent and purposes of the Parties to this Contract.

20. GENDER AND TENSE

Wherever appropriate in this Contract, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of masculine, feminine and neuter gender shall be deemed to include either, both, or all of the other genders.

21. CHOICE OF LAW

This Contract is to be construed according to the laws of the State of Nevada and specifically Chapter 119A of NRS.

Receipt of a completed copy of this Contract is hereby acknowledged.

IN WITNESS WHEREOF, the Parties have hereunto set their respective hands and seals on the day and year first above written.

The address for rescissions is Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135.

THE PURCHASER OF A TIMESHARE MAY CANCEL, BY WRITTEN NOTICE, THE CONTRACT OF SALE UNTIL MIDNIGHT OF THE FIFTH (5TH) CALENDAR DAY AFTER THE DATE OF EXECUTION OF THE CONTRACT.

THE RIGHT OF CANCELLATION MAY NOT BE WAIVED. ANY ATTEMPT BY THE DEVELOPER TO OBTAIN A WAIVER RESULTS IN A CONTRACT WHICH IS VOIDABLE BY THE PURCHASER.

THE NOTICE OF CANCELLATION MAY BE DELIVERED PERSONALLY TO THE DEVELOPER OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR SENT BY EXPRESS, PRIORITY OR RECOGNIZED OVERNIGHT DELIVERY SERVICE, WITH PROOF OF SERVICE, TO THE BUSINESS ADDRESS OF THE DEVELOPER.

THE PURCHASER MAY CANCEL THE PURCHASE WITHOUT PENALTY OR OBLIGATION AND IS LEGALLY ENTITLED TO THE RETURN OF ALL MONEY AND OTHER CONSIDERATIONS THAT PURCHASER HAS GIVEN TOWARD THE PURCHASE. THE DEVELOPER SHALL WITHIN TWENTY (20) DAYS AFTER RECEIPT OF THE NOTICE OF CANCELLATION, RETURN ALL PAYMENTS MADE BY THE PURCHASER.

DocuSigned by:
Jessica Rodriguez 11/23/2019
BUYER Jessica Rodriguez DATE SIGNED

SELLER: WYNDHAM VACATION RESORTS, INC.

DocuSigned by:
Christina Rodriguez-Morino 11/23/2019
BUYER Christina Rodriguez-Morino DATE SIGNED

DocuSigned by:
Jacob Garcia
By: Jacob Garcia 11/23/2019
AUTHORIZED REPRESENTATIVE OF SELLER

BUYER _____ DATE SIGNED _____

DocuSigned by:
Jacob Garcia
BUYER _____ DATE SIGNED _____
BROKER/SALES AGENT-WITNESS

Jacob Garcia
PRINT NAME

Original

Exhibit A

Contract # 000571900212

**COLLATERAL ASSIGNMENT
ALLONGE TO DEED OF TRUST**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wyndham Vacation Resorts, Inc., a Delaware corporation, having its principal place of business at 6277 Sea Harbor Drive , Orlando , FL 32821 ("Assignor") hereby assigns, transfers and grants all of its beneficial interest under the Note and Deed of Trust by and between Jessica Rodriguez and Christina Rodriguez-Moreno and assignor dated 11/23/2019 , as collateral, to U.S. Bank National Association, successor agent, 269 Technology Way, Building B, Unit 3, Rocklin, CA 95765 ("Assignee"), as Collateral Agent for itself and the other secured parties who are now or may become parties to that certain Collateral Agency Agreement, dated as of July 1, 2002, among the Collateral Agent, the Secured Parties (as defined therein), and others, as amended, to secure the obligations described therein. This Assignment shall be governed by and construed under the laws of the State of Nevada. This Assignment shall be binding upon and shall inure to the benefit of respective successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 15th day of August, 2022.

Assignor:

Wyndham Vacation Resorts, Inc.,
a Delaware corporation



DocuSigned by:

Erika Burdick

By: 85475C67C86F47E...

Name: Erika Burdick

Title: Director, Title Services

STATE OF Florida)
) ss.
COUNTY OF Orange)

This instrument was acknowledged before me by means of X physical presence or _____ online notarization on the 15th day of August , 2022 , by Erika Burdick as Director, Title Services of Wyndham Vacation Resorts, Inc., a Delaware corporation on behalf of said corporation. He or she is personally known to me and did not take an oath.

ANTHONY HIXON
Notary Public-State of Florida

Commission # GG341458
Commission Expires 6/3/2023

DocuSigned by:

[Signature]

F15109F28695423...

Notary Public: Anthony Hixon
My Commission Expires: 06/03/2023